

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 34**



February 8, 2007

M. Eli B. Nathanson  
Pryor Cashman Sherman & Flynn LLP  
410 Park Avenue, 10<sup>th</sup> Floor  
New York, NY 10022  
U.S.A.

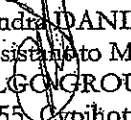
RE: Phat Farm License Agreement and Retail Store LOI

Mr. Nathanson,

Please find enclosed the Phat Farm License Agreement and Retail Store LOI, duly signed by Marc KAKON, both in 5 copies.

The cheque will be sent to your offices in the next few days.

Best regards,



Sandra DANINO  
Assistante to Marc KAKON  
ALGO GROUP INC.  
5555 Cypihot Street  
Montréal, Québec H4S 1R3  
Tel : 514-382-1240 Ext. 2414  
Email : [sandra.danino@algo.com](mailto:sandra.danino@algo.com)

Encl

c.c.: Clifford Halickman

5555 Cypihot, Ville-Saint-Laurent, Québec H4S 1R3  
Tel. : 514.382.1240 Fax : 514.382.4436



**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00840**

Message

Page 1 of 1

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Thursday, February 22, 2007 2:36 PM  
**To:** Nathanson, Eli B.  
**Subject:** RE: Phat Fashions/Buffalo Group -Canadian wholesale license Agt-

Eli;

Can you please send back the Agreements duly signed.

Regards

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-0163 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement interdite. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-0163 ou par courriel au destinataire indique ci-dessus.

---

\*\*\*\*\*  
This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email @pryorcashman.com, and delete the message. Thank you very much.

---

To ensure compliance with U.S. Treasury Department regulations, we advise that, unless otherwise expressly indicated, any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used (i) to avoid any penalties imposed under the Internal Revenue Code or applicable provisions of state or local tax law or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

---

/14/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00579**

Message

Page 1 of 1

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Wednesday, February 28, 2007 11:03 AM  
**To:** Nathanson, Eli B.  
**Subject:** RE: Phat Fashions/Buffalo Group -Canadian wholesale license Agt- remaining issues v3

Eli,

When will be in receipt of the signed Agreements? I have been told that any remaining issues have been discussed.

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-0163 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement erdit. Veuillez nous aviser de l'erreur at envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-0163 par courriel au destinataire indique ci-dessus.

---

\*\*\*\*\*  
This message contains information which may be confidential and privileged. Unless you are the addressee (or authorized to receive for the addressee), you may not use, copy or disclose to anyone the message or any information contained in the message. If you have received the message in error, please advise the sender by reply email @pryorcashman.com, and delete the message. Thank you very much.

---

To ensure compliance with U.S. Treasury Department regulations, we advise that, unless otherwise expressly indicated, any discussion of Federal tax issues in this communication was not intended or written to be used, and cannot be used (i) to avoid any penalties imposed under the Internal Revenue Code or applicable provisions of state or local tax law or (ii) to promote, market or recommend to another party any transaction or matter addressed herein.

---

/14/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00583**

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 35**



BY COURRIER

March 19, 2007

Phat Fashions LLC  
512 Seventh Avenue  
43<sup>rd</sup> Floor  
New York, NY 10018

Attention : Mr. Bernt Ullmann

Re: Phat Fashions/Tornado Imports  
Amended License Agreement

Dear Bernt:

You will recall that in March 2006 Phat Fashions and Tornado Imports agreed to the amendment of the License Agreement and we returned to Eli B. Nathanson two signed originals for signing by Phat Fashions which has always been forthcoming.

In virtue of the terms of the Amended License Agreement, we are obliged to give notice between March 1 and June 30, 2007 of our intention to exercise the Third Option covering the period of January 1, 2008 to December 31, 2010. The present letter constitutes notice of exercise of the Third Option.

We are also transmitting a copy of this notice to Kellwood Company and Pryor Cashman as required under the Amended License Agreement.

Trusting all is satisfactory, we remain,

Yours truly,  
TORNADO IMPORTS (CANADA) INC.

Per:   
ISSIE WISEMAN

C.C. - Kellwood Company  
Pryor Cashman Sherman & Flynn LLP



**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 36**



410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

New York | Los Angeles

www.pryorcashman.com

BRAD D. ROSE

DIRECT TEL: 212-326-0875

DIRECT FAX: 212-798-6369

brose@pryorcashman.com

March 21, 2007

**Via Federal Express**

Mr. Issie Wiseman  
Tornado Imports (Canada), Inc.  
5540 Rue Ferrier  
Montreal, P.Q. H4P 1M2

**RE: Phat Fashions, LLC / Tornado Imports (Canada), Inc. –  
License Agreement**

Dear Mr. Wiseman:

Reference is hereby made to that certain Trademark License Agreement entered into by and between Phat Fashions, LLC ("Licensor") and Tornado Imports (Canada), Inc. ("Licensee") dated as of August 1, 1998 (the "Agreement"). Capitalized terms not otherwise defined herein shall have the meanings assigned to them in the Agreement.

We are in receipt of your letter dated as March 19, 2007, wherein you referenced an amendment to the License Agreement and an alleged exercise of a renewal option pursuant to such amendment.

Please note that while a draft amendment was prepared and sent to you for review and comment back in March 2006, to date, neither this office nor Licensor has received any comments from you or, in lieu of comments, an executed counterpart of the proposed amendment. To the extent that you believe that you transmitted a signed amendment back to this office or to Licensor, please further note that, in any event, pursuant to Section 17 of the Agreement, the Agreement "*can only be extended, waived or modified by a writing signed by both parties.*" Notwithstanding your claim to have executed and returned the amendment, given that Licensor has, most assuredly, **not** signed the proposed Amendment, your attempt to exercise a renewal option that is unavailable to you under the Agreement is hereby rejected.

Accordingly, pursuant to Section 3 of the Agreement, the Term of the Agreement shall expire on December 31, 2007.

510261



TOR 000910



■ PRYOR CASHMAN LLP

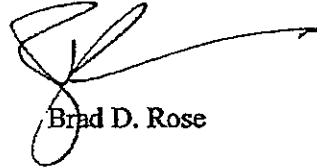
Mr. Issie Wiseman

March 21, 2007

Page 2 of 2

Nothing contained herein or omitted herefrom shall be deemed to be a waiver of Licensor's rights under the Agreement, at law or in equity, all such rights being expressly reserved.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Brad D. Rose', with a large, stylized loop at the end.

cc: Luther Rollins, Esq. (*via facsimile*)  
Mr. Bernt Ullmann (*via facsimile*)  
Mr. Peter Morris (*via facsimile*)

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 37**



Richard A. Hinse  
Direct Line: 514 877-2902  
E-mail address: rhinse@lavery.qc.ca

Montreal, April 18, 2007

WITHOUT PREJUDICE  
BY FAX AND MESSENGER

Pryor Cashman LLP  
410 Park Avenue  
New York, NY  
10022

Attention: Mr. Brad D. Rose

Re: Phat Fashions LLC/Tornado Imports (Canada) Inc.  
Amended License Agreement

Dear Mr. Rose:

We are the attorneys for Tornado Imports (Canada) Inc. ("Tornado Imports") in the above captioned matter and have received instructions to respond to your letter dated March 21, 2007 transmitted on behalf of Phat Fashions LLC ("Phat Fashions").

Contrary to what is alleged in your letter, not only was Amendment No. 1 to the Trademark License Agreement ("Amended License Agreement") agreed to between the parties but in accordance with the instructions given to Tornado Imports two originals of the Amended License Agreement were signed by Tornado Imports and transmitted to your firm (att. Eli B. Nathanson) for signing by Phat Fashions.

We enclose herewith a copy of the letter dated March 30, 2006 together with a copy of the Amended License Agreement and also the proof of delivery by FedEx.

The business aspects of the Amended License Agreement had been negotiated between Phat Fashions and Tornado Imports and the Agreement was prepared and finalized by Mr. Nathanson. Both Phat Fashions and Tornado Imports agreed to and accepted the final version of the Amended Licence Agreement and the signing thereof. The two originals signed by Tornado Imports were to be signed by Phat Fashions and one returned to Tornado Imports.

Montréal  
Suite 4000  
1 Place Ville Marie  
Montréal, Québec  
H3B 4M4  
Telephone: (514) 871-1522  
Fax: (514) 871-8977

Québec City  
Suite 500  
925 chemin Saint-Louis  
Québec, Québec  
G1S 1C1  
Telephone: (418) 688-5000  
Fax: (418) 688-3458

Laval  
Suite 500  
3080 boul. Le Correfour  
Laval, Québec  
H7T 2R5  
Telephone: (450) 978-8100  
Fax: (450) 978-8111

Ottawa  
Suite 1810  
360 Albert Street  
Ottawa, Ontario  
K1R 7X7  
Telephone: (613) 594-4936  
Fax: (613) 594-8783

Web Site:  
[www.laverydebilly.com](http://www.laverydebilly.com)

Trade-mark Agents



TOR 000557

**LAVERY, DE BILLY**  
LIMITED LIABILITY PARTNERSHIP

- 2 -

Phat Fashions cannot rely on Section 17 of the License Agreement since the Amended License Agreement and the signing thereof were already agreed to between the parties and the signing by Phat Fashions was a mere formality. The representations from Phat Fashions were that the Amended License Agreement was being signed by Phat Fashions and the return to Tornado Imports of a signed original was forthcoming. Section 17 was no longer applicable. Phat Fashions cannot now raise such provision to claim that the Amended License Agreement was not agreed to between the parties nor to repudiate the Amended License Agreement and its obligations toward Tornado Imports. Moreover, Phat Fashions must respect its duties of good faith and fair dealing.

We have thus received instructions to advise Phat Fashions that the Amended License Agreement is binding between the parties and that Phat Fashions must respect the rights and obligations of the parties thereunder.

Tornado Imports reiterates that pursuant to the Amended License Agreement and its letter dated March 19, 2007, Tornado Imports has exercised the Third Option covering the period of January 1, 2008 to December 31, 2010.

Tornado Imports requests that Phat Fashions confirm to the undersigned within seven (7) days of receipt of the present letter that it will respect the Amended License Agreement and the exercise of the Third Option and that it also return one signed original.

Tornado Imports reserves all its rights and recourses in the present matter against Phat Fashions and all those legally responsible in the circumstances.

Tornado Imports trusts that Phat Fashions will act accordingly.

Yours truly,

LAVERY, DE BILLY

  
Richard A. Hinse

RAH/cb  
encls.  
c.c. Tornado Imports (Canada) Inc.

l:\btlw6015\12232700002\ellrestrose\_18-04-07.doc



March 30, 2006

Eli B. Nathanson  
Pryor Cashman Sherman & Flynn LLP  
410 Park Avenue, 10th Floor  
New York, NY 10022.

Dear Mr. Nathanson,

It was a pleasure speaking with you yesterday. As discussed, please find two signed originals of the amendment to the Phat Farm license agreement.

If you should require further originals, please do not hesitate to call.

Best regards,

Barry Segal  
V.P. Finance

5540 RUE FERRIER, MONTREAL, QC H4P 1M2 TEL: 514-731-7070, FAX : 514-733-8533 E-MAIL:

TOR 000559

**AMENDMENT NO. 1**

**TO**

**TRADEMARK LICENSE AGREEMENT**

**AMENDMENT NO. 1**, effective as of March \_\_, 2006 (this "Amendment") to Trademark License Agreement, between Phat Fashions LLC, a New York limited liability company with offices at 512 Seventh Avenue, 43<sup>rd</sup> Floor, New York, NY 10018 ("Licensor"), and Tornado Imports (Canada), Inc., a company organized under the laws of Canada, with offices at 5540 Rue Ferrier, Montreal, P.Q. Canada H4P 1M2 ("Licensee").

**WHEREAS**, Licensor and Licensee are parties to that certain Trademark License Agreement, dated as of August 1, 1998 (the "License Agreement"). Capitalized terms used and not defined herein shall have the respective meanings assigned to them in the License Agreement; and

**WHEREAS**, the parties desire to amend the License Agreement to provide for, among other things, additional Renewal Terms, as hereinafter set forth.

**NOW, THEREFORE**, in consideration of the premises and mutual agreements herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. The License Agreement is hereby amended by adding the following new Section 3(d):

"3(d) Provided Licensee shall have exercised the Second Option, and provided that Licensee shall not be in default with respect to any of its obligations hereunder and provided further that Licensee shall have both paid one hundred percent (100%) of the GMR and achieved Net Sales during each Annual Period of the Second Option Term of no less than seventy five percent (75%) percent of the Minimum Net Sales for such Annual Period, Licensee shall be given an option (the "Third Option") to extend the Term of this Agreement for three (3) additional years to commence January 1, 2008, and to end December 31, 2010 (the "Third Option Term"), which Third Option must be exercised in writing in the same manner as notices hereunder and received by Licensor no earlier than March 1, 2007, and no later than June 30, 2007, time being of the essence."

2. The License Agreement is hereby amended by adding the following new Section 3(e):

"3(e) Provided Licensee shall have exercised the Third Option, and provided that Licensee shall not be in default with respect to any of its obligations hereunder and provided further that Licensee shall have both paid one hundred percent (100%) of the GMR and achieved Net Sales during each Annual Period of the Third Option Term of no less than seventy five percent (75%) percent of the Minimum Net Sales, Licensee shall be given an option (the "Fourth Option") to extend the Term of this Agreement for three (3) additional years to commence January 1, 2011, and to end December 31, 2013 (the "Fourth Option Term"), which Fourth

Option must be exercised in writing in the same manner as notices hereunder and received by Licensor no earlier than March 1, 2010, and no later than June 30, 2010, time being of the essence."

3. Section 4(f) of the License Agreement is hereby amended by adding the following Minimum Net Sales and GMR figures for the Third Option Period and the Fourth Option Period, as follows:

<u>"Annual Periods During Term"</u>		<u>Minimum Net Sales</u>	<u>GMR</u>
<u>Third Option Period</u>			
January 1, 2008	- December 31, 2008	\$ 5,000,000	\$ 350,000
January 1, 2009	- December 31, 2009	6,430,000	450,000
January 1, 2010	- December 31, 2010	7,858,000	550,000
<u>Fourth Option Period</u>			
January 1, 2011	- December 31, 2011	8,580,000	600,000
January 1, 2012	- December 31, 2012	9,286,000	650,000
January 1, 2013	- December 31, 2013	10,000,000	700,000"

4. The License Agreement is hereby amended by deleting Section 6(d) in its entirety and replacing it with the following:

"6(d) Licensee shall have the exclusive right to establish prices and terms for the sale of Licensed Products. Licensee shall provide Licensor, in advance of each selling season, with line sheets and price lists, and Licensee shall promptly notify Licensor of any change in pricing. Licensee agrees to sell to Licensor such quantities of Licensed Products, from time to time, as requested by Licensor for promotional purposes and for sale in stores and websites operated by Licensor or its Affiliates, licensees and/or subcontractors for prices equal to the lesser of thirty percent (30%) percent below Licensee's normal wholesale selling prices at the time of any such sale, or the lowest price charged by Licensee to any of its customers. Such sales shall constitute Net Sales for purposes of computing Minimum Net Sales but a reduced Royalty of five and one half percent (5.5%) of such sales price shall be payable to Licensor and no Advertising Payment shall be due thereon."

5. The License Agreement is hereby amended by deleting the Licensor notice information in Section 14 and replacing it with the following:

If to Licensor:

Phat Fashions LLC  
512 Seventh Avenue, 43rd Floor  
New York, NY 10018  
Attention: Mr. Bernt Ullmann

with a copy to:

Pryor Cashman Sherman & Flynn LLP  
410 Park Avenue, 10<sup>th</sup> Floor  
New York, New York 10022  
Attention: Brad D. Rose, Esq.

and

Kellwood Company  
600 Kellwood Parkway  
Chesterfield, MO 63017  
Attention: Corporate Secretary/Legal Department"

6. Except as modified by this Amendment, all terms and conditions of the License Agreement shall remain in full force and effect.

7. This Amendment may be signed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Facsimile copies of counterpart signature pages shall be deemed original counterpart pages for all purposes hereunder

8. This Amendment shall be governed by, and construed in accordance with, the law of the State of New York applicable to contracts made and to be performed in the State of New York, without regard to conflicts of law principles.

9. In the event one or more of the provisions of this Amendment should, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of this Amendment, and this Amendment shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

[signature appears on next page]



IN WITNESS WHEREOF, this Amendment has been executed and delivered by the parties hereto as of the date first above written.

PHAT FASHIONS, LLC

By: \_\_\_\_\_  
Name:  
Title:

By: \_\_\_\_\_  
Name:  
Title:

Tornado Imports (Canada), Inc.

By: \_\_\_\_\_  
Name: *ESSE WHEMAN*  
Title: *DIRECTOR*



FedEx Express  
Customer Support Trace  
3875 Airways Boulevard  
Module H, 4th Floor  
Memphis, TN 38116

U.S. Mail: PO Box 727  
Memphis, TN 38194-4643  
Telephone: 901-369-3800

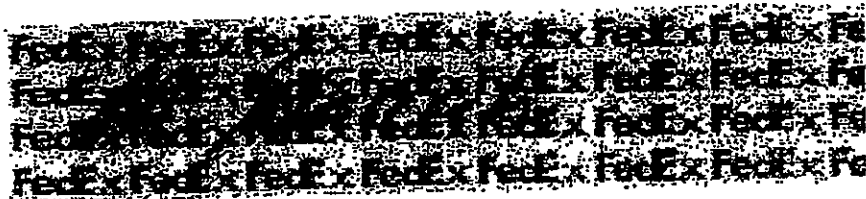
February 20, 2007

Dear Customer:

The following is the proof of delivery you requested with the tracking number **790867523151**.

**Delivery Information:**

<b>Status:</b>	Delivered	<b>Delivery location:</b>	410 PARK AVE 10 FL
<b>Signed for by:</b>	M.FOFANAH	<b>Delivery date:</b>	Mar 31, 2006 09:52
<b>Service type:</b>	International Priority Service		



**Shipping Information:**

<b>Tracking number:</b>	790867523151	<b>Ship date:</b>	Mar 30, 2006
-------------------------	--------------	-------------------	--------------

**Recipient:**  
ELI B. NATHANSON  
PRYOR CASHMAN SHERMAN & FLYNN  
410 PARK AVENUE  
10TH FLOOR  
NEW YORK, NY 10022 US  
**Reference**

**Shipper:**  
EVELYN VANEGAS  
TYFOON INTERNATIONAL  
5540 FERRIER  
MONTREAL, PQ H4P1M2 CA  
**FINANCIAL DOCUMENTS**

Thank you for choosing FedEx Express.

FedEx Worldwide Customer Service  
1.800.GoFedEx 1.800.463.3339

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 38**

**Hoffman, Philip R.**

---

**From:** Hoffman, Philip R.  
**Sent:** Tuesday, April 24, 2007 3:29 PM  
**To:** Richard A. Hinse (rhinse@lavery.qc.ca)  
**Cc:** Rose, Brad D.  
**Subject:** Phat Fashions LLC v. Tornado Imports (Canada), Inc.

Dear Mr. Hinse,

We represent Phat Fashions LLC.

Attached please find a letter to you dated April 24, 2007 in response to your letter to my partner, Brad Rose, dated April 18, 2007.

Also attached please find a courtesy copy of a Complaint for a declaratory judgment action which we filed today in the United States District Court for the Southern District of New York.

Copies of both the letter and the Complaint are being sent to you in hard copy via overnight mail.

We look forward to hearing from you.

Philip R. Hoffman

Philip R. Hoffman  
Pryor Cashman LLP  
410 Park Avenue  
New York, NY 10022  
Phone: (212) 326-0192  
Fax: (212) 798-6386  
[www.pryorcashman.com](http://www.pryorcashman.com)



AccuRoute.PDF (73 KB)



DOCS-#514628-v1-  
PDF\_-\_COMPLAIN...





## PRYOR CASHMAN LLP

410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

New York | Los Angeles

[www.pryorcashman.com](http://www.pryorcashman.com)

Philip R. Hoffman  
Partner

Direct Tel: 212-326-0192  
Direct Fax: 212-798-6386  
[phoffman@pryorcashman.com](mailto:phoffman@pryorcashman.com)

April 24, 2007

**VIA FEDERAL EXPRESS & E-MAIL (PDF)**

Richard A. Hinse, Esq.  
Lavery, De Billy  
Suite 4000  
1 Place Ville Monie  
Montreal, Quebec  
H3B 4M4

Re: **Phat Fashions LLC v. Tornado Imports (Canada), Inc., 07 Civ. 3278 (PC)**  
**United States District Court, Southern District of New York**

Dear Mr. Hinse:

We have your letter dated April 18, 2007. While you are correct that your client, Tornado Imports (Canada) Inc. ("Tornado"), did sign the draft amendment and return it to our firm, it is equally clear that our client, Phat Fashions LLC ("Phat Fashions"), did not countersign and return the draft amendment to Tornado. As pointed out by my partner Brad Rose in his March 21, 2007 letter to Tornado, there can be no amendment to the Trademark License Agreement unless "both parties" have executed the amendment. (§17). Thus, the Trademark License Agreement has not been amended and shall expire on December 31, 2007.

Your statement that the parties "agreed to and accepted the final version of the Amended License Agreement and the signing thereof" is simply wrong. Paragraph 17 of the Trademark License Agreement is clear that both parties must actually sign the amendment, which did not occur here. Even your letter notes that "[t]he two originals signed by Tornado Imports were to be signed by Phat Fashions and one returned to Tornado Imports." (emphasis supplied). As they were neither signed nor returned, there was no valid amendment.

Similarly without merit is your claim that "the signing by Phat Fashions was a mere formality." Paragraph 17 of the Trademark License Agreement unequivocally states that the signing by Phat Fashions is an absolute prerequisite to the effectiveness of any such amendment to the Trademark License Agreement.

 PRYOR CASHMAN LLP

April 24, 2007

Page 2

As for your client's claim that it was told by Phat Fashions that the draft amendment "was being signed by Phat Fashions and the return to Tornado Imports of a signed original was forthcoming," this merely affirms that both parties knew of the requirement that any amendment needed to be signed by both parties in order to be effective. Indeed, even you acknowledge the requirement that both parties must sign when you close your letter by asking that Phat Fashions "return one signed original" of the draft amendment to you.

Based upon all of the above, no valid amendment was ever entered into. The document you refer to as the "Amended License Agreement" is not binding and is of no force or effect. There is no option for Tornado to exercise and its attempted exercise of a non-existing option, i.e., what it refers to as the "Third Option," is meaningless. The Trademark License Agreement expires on December 31, 2007 and we expect Tornado to abide by all of its obligations pursuant to ¶12 of the Agreement ("Effect of Expiration or Termination").

Finally, please be advised that, as a result of your April 18, 2007 letter and your client's apparent determination to seek to enforce rights that it does not have, Phat Fashions has commenced a declaratory judgment action in the United States District Court for the Southern District of New York. A courtesy copy of the Complaint is attached hereto. Please be advised that if we do not receive a writing signed by your client within seven days acknowledging that the Trademark License Agreement terminates as of December 31, 2007, we will immediately cause your client to be served with a copy of the Complaint and we can litigate the matter.

The foregoing is without prejudice to our client's rights herein and nothing contained herein shall be deemed a waiver of such rights, all of which are hereby expressly reserved.

Sincerely yours,



Philip R. Hoffman

PRH:dm  
Encl.

cc: Phat Fashions, LLC  
Brad D. Rose, Esq.

**PF 0346**

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 39**



May 23, 2007

**Richard S. FRAZER, Esq.**  
**PRYOR CASHMAN LLP**  
410 Park Avenue  
New York, NY 10022-4441  
U.S.A.


**Re: Phat Farm LLC and 4404106 Canada Inc.**  
**Trademark License Agreement**

Mr. Frazer,

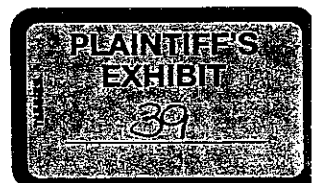
I am enclosing 5 copies of the Trademark License Agreement between Phat Farm LLC and 4404106 Canada Inc., duly signed by Mr. Isaac Mimran, Secretary Treasurer of the Licensee.

Please forward same to your clients for counter-signature and execution and return to us at your earliest convenience.

Thank you.

  
Sandra DANINO  
Assistant to Marc KAKON  
c.c. Clifford HALICKMAN

5555 Cypihot, Ville-Saint-Laurent, Québec H4S 1R3  
Tel. : 514.382.1240 Fax : 514.382.4436



**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00842**



**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 40**

Message

Page 1 of 2

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Thursday, May 31, 2007 11:47 AM  
**To:** Frazer, Richard; Nathanson, Eli B.  
**Subject:** FW: Phat/Algo - US Retail Store Agreement/wholesale - Execution Copy

Richard,

I believe all Agreements were sent back to you on Friday. Please confirm receipt when we will be in receipt of signed copies.

Thanks

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

**From:** clifford halickman  
**Sent:** May 29, 2007 10:09 AM  
**To:** 'Frazer, Richard'  
**Subject:** RE: Phat/Algo - US Retail Store Agreement/wholesale - Execution Copy

Richard,

I believe all Agreements were sent back to you on Friday. Please confirm receipt and when we will be in receipt of signed copies.

Thanks

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

11/13/2007



**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00735**

Message

Page 2 of 2

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00736**

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Monday, June 11, 2007 12:59 PM  
**To:** Nathanson, Eli B.  
**Subject:** Phat F

Eli

Any news of the Contracts. We do need them back signed.

Thanks

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez recu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indique ci-dessus.

\*\*\*\*\*

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00742**

Re: Phat F

Page 1 of 2

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Wednesday, June 13, 2007 5:55 PM  
**To:** Nathanson, Eli B.  
**Subject:** RE: Phat F

Any news- we must insist on getting this Agreement finalized by tommorow. If there is any issue, please advise.

Clifford

---

**From:** Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]  
**Sent:** Mon 6/11/2007 1:06 PM  
**To:** clifford halickman  
**Subject:** Re: Phat F

Thanks I will follow up

-----Original Message-----

**From:** clifford halickman <chalickman@multiprint.ca>  
**To:** Nathanson, Eli B.  
**Sent:** Mon Jun 11 12:59:29 2007  
**Subject:** Phat F

Eli

Any news of the Contracts. We do need them back signed.

Thanks

Clifford Halickman

Business Development & Legal Affairs

Multiprint/Algo Group

5555 Cypihot St

St. Laurent Quebec, Canada, H4S 1R3

clifford.halickman@multiprint.ca

Cell: 514-708-3389

Office: 514-388-8888

Fax: 514-385-0163

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00746**

Re: Phat F

Page 2 of 2

\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

\*\*\*\*\*

"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00747**

Message

Page 1 of 2

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Thursday, June 14, 2007 2:36 PM  
**To:** Nathanson, Eli B.  
**Cc:** marc kakon; dan elituv; bernt.ullmann@kellwood.com; im@canamhealthsource.com  
**Subject:** RE: Phat F contract-awaiting signature

Eli,

I appreciate this but Algo is a public company with disclosure requirements and we cannot disclose this Agreement to the public until this Agreement is duly signed by Kellwood. We are waiting over 2 weeks for this signature. Many plans need to be put in place and expenses incurred to launch this brand. I do not see why the Agreement cannot be sent to the China to obtain his signature. It is unreasonable to expect us to wait another 2 weeks. Please find an alternative to get this Agreement signed this week.

Regards,

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford\\_halickman@multiprint.ca](mailto:clifford_halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

**From:** Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]  
**Sent:** June 14, 2007 11:02 AM  
**To:** clifford halickman  
**Subject:** RE: Phat F

Clifford - I'm told the chairman, who must sign in order to finalize, is in China. While I am advised that internal procedures are complete, we cannot finalize until he signs. Unfortunately, I'm told he is there through next week.

Eli B. Nathanson  
Pryor Cashman LLP  
410 Park Avenue, 10<sup>th</sup> Floor  
New York, NY 10022  
212-326-0894  
212-798-6347 (facsimile)  
[enathanson@pryorcashman.com](mailto:enathanson@pryorcashman.com)

\*\*\*\*\*  
\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00755**

Message

Page 2 of 2

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00756**



Message

Page 1 of 2

**Morris, Denisse**

---

**From:** clifford halickman [chalickman@multiprint.ca]  
**Sent:** Thursday, June 21, 2007 9:08 AM  
**To:** Nathanson, Eli B.  
**Cc:** marc kakon  
**Subject:** FW: Phat F contract-awaiting signature

Eli,

Any update???

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

**From:** clifford halickman  
**Sent:** June 14, 2007 2:36 PM  
**To:** 'Nathanson, Eli B.'  
**Cc:** 'marc kakon'; dan elituv; bernt.ullmann@kellwood.com; 'im@canamhealthsource.com'  
**Subject:** RE: Phat F contract-awaiting signature

Eli,

I appreciate this but Algo is a public company with disclosure requirements and we cannot disclose this Agreement to the public until this Agreement is duly signed by Kellwood. We are waiting over 2 weeks for this signature. Many plans need to be put in place and expenses incurred to launch this brand. I do not see why the Agreement cannot be sent to the China to obtain his signature. It is unreasonable to expect us to wait another 2 weeks. Please find an alternative to get this Agreement signed this week.

Regards,

*Clifford Halickman*  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
[clifford.halickman@multiprint.ca](mailto:clifford.halickman@multiprint.ca)  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

---

**From:** Nathanson, Eli B. [mailto:ENathanson@PRYORCASHMAN.com]  
**Sent:** June 14, 2007 11:02 AM  
**To:** clifford halickman  
**Subject:** RE: Phat F

Clifford - I'm told the chairman, who must sign in order to finalize, is in China. While I am advised that internal procedures are complete, we cannot finalize until he signs. Unfortunately, I'm told he is there through next week.

Eli B. Nathanson

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00757**

Message

Page 2 of 2

Pryor Cashman LLP  
410 Park Avenue, 10<sup>th</sup> Floor  
New York, NY 10022  
212-326-0894  
212-798-6347 (facsimile)  
[enathanson@pryorcashman.com](mailto:enathanson@pryorcashman.com)

\*\*\*\*\*  
\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdite. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

11/13/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00758**

**Morris, Denisse**

---

From: Nathanson, Eli B.  
Sent: Tuesday, July 10, 2007 1:21 PM  
To: Frazer, Richard  
Subject: Fw: : Phat F contract-awaiting signature

-----Original Message-----

From: bernt.ullmann@kellwood.com <bernt.ullmann@kellwood.com>  
To: luther.rollins@kellwood.com <luther.rollins@kellwood.com>; Rose, Brad D.; Nathanson, Eli B.  
Sent: Tue Jul 10 12:24:58 2007  
Subject: Fw: : Phat F contract-awaiting signature

Guys,

Pls see below from Algo's counsel.  
Pls respond directly to Clifford.

Thank you,

Bernt

----- Forwarded by Bernt Ullmann/Kellwood on 07/10/2007 11:55 AM -----

"clifford halickman" <chalickman@multiprint.ca>

07/10/2007 09:30 AM

To  
<Bernt.Ullmann@kellwood.com>

cc  
"marc kakon" <marc.kakon@algo.com>, <im@canamhealthsource.com>, <gaby@buffalojeans.com>

Subject  
: Phat F contract-awaiting signature

Bernt,

Please advise when we will be in receipt of the License Agreement. This has gone on too long and is unacceptable.

Clifford Halickman  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
<mailto:clifford.halickman@multiprint.ca> clifford.halickman@multiprint.ca  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

From: clifford halickman  
Sent: June 29, 2007 8:43 AM  
To: 'Bernt.Ullmann@kellwood.com'  
Cc: im@canamhealthsource.com; 'marc kakon'  
Subject: RE: Phat F contract-awaiting signature

Bernt,

Thank you. However we have heard that this Agreement has been "processed" for over 3 weeks. What we require is an executed Agreement. Please advise when we will be in receipt of the signed Agreement. We have been more than patient on this matter.

Clifford Halickman  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
<mailto:clifford.halickman@multiprint.ca> clifford.halickman@multiprint.ca  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

From: Bernt.Ullmann@kellwood.com [mailto:Bernt.Ullmann@kellwood.com]  
Sent: June 28, 2007 7:07 PM  
To: clifford halickman  
Cc: im  
Subject: Re: Phat F contract-awaiting signature

Clifford,

The contract has been processed and is awaiting Bob Skinner's signature.

Thank you,

Bernt Ullmann  
President  
Phat Fashions

-----  
Sent from my BlackBerry Wireless Handheld

\*\*\*\*\*  
\*\*\*\*\*  
"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez recu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indique ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

**Morris, Denisse**

---

**From:** Frazer, Richard  
**Sent:** Thursday, August 16, 2007 4:38 PM  
**To:** Nathanson, Eli B.; Rose, Brad D.  
**Subject:** Fw: Phat -Addendums

Can you forward to Bernt and Luther?

-----Original Message-----

**From:** clifford halickman <chalickman@multiprint.ca>  
**To:** Frazer, Richard  
**Sent:** Thu Aug 16 15:13:42 2007  
**Subject:** RE: Phat -Addendums

Richard,

We do require the signed copies back now. Please advise.

Clifford Halickman

Clifford-Thank you for your responsiveness and patience. We are in receipt of your package and are forwarding to Kellwood today for execution by Phat. Once we have fully executed copies of the Addenda and the related License Agreements which should be sometime next week, we will forward to you for your files. Thanks again for your cooperation.

Richard S. Frazer, Esq.  
Pryor Cashman LLP  
410 Park Avenue  
New York, NY 10022-4441  
212-326-0416 (direct)  
212-798-6312 (fax)  
rfrazer@pryorcashman.com  
www.pryorcashman.com

-----Original Message-----

**From:** clifford halickman [mailto:chalickman@multiprint.ca]  
**Sent:** Thursday, August 09, 2007 11:47 AM  
**To:** Frazer, Richard  
**Cc:** Bernt.Ullmann@kellwood.com  
**Subject:** RE: Phat -Addendums

Richard,

Are you in receipt of the Addendums? Please have all documents processed for signature as soon as possible.

Regards,

Clifford Halickman

Business Development & Legal Affairs

Multiprint/Algo Group

5555 Cypihot St

St. Laurent Quebec, Canada, H4S 1R3

clifford.halickman@multiprint.ca

Cell: 514-708-3389

Office: 514-388-8888

Fax: 514-385-0163

---

From: Frazer, Richard [mailto:RFrazer@PRYORCASHMAN.com]  
Sent: July 23, 2007 1:07 PM  
To: clifford halickman  
Subject: FW: FW: Phat retail Roll-out/Algo

Richard S. Frazer, Esq.  
Pryor Cashman LLP  
410 Park Avenue  
New York, NY 10022-4441  
212-326-0416 (direct)  
212-798-6312 (fax)  
rfrazer@pryorcashman.com  
www.pryorcashman.com

-----Original Message-----

From: bernt.ullmann@kellwood.com [mailto:bernt.ullmann@kellwood.com]  
Sent: Monday, July 23, 2007 12:59 PM  
To: Frazer, Richard  
Cc: Rose, Brad D.; Nathanson, Eli B.; Luther.Rollins@kellwood.com  
Subject: Re: FW: Phat retail Roll-out/Algo

I am not aware of any open issues.

"Frazer, Richard" <RFrazer@PRYORCASHMAN.com>

07/23/2007 12:56 PM

To

<bernt.ullmann@kellwood.com>, <Luther.Rollins@kellwood.com>

cc

"Rose, Brad D." <BRose@PRYORCASHMAN.com>, "Nathanson, Eli B."  
<ENathanson@PRYORCASHMAN.com>

Subject

FW: Phat retail Roll-out/Algo

\*\*\*\*\*

"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez recu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur at envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indique ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

\*\*\*\*\*

"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00800**



notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

**Morris, Denisse**

---

**From:** Frazer, Richard  
**Sent:** Thursday, August 23, 2007 1:33 PM  
**To:** Nathanson, Eli B.; Rose, Brad D.  
**Subject:** Fw: Phat -Addendums

Forward to Bernt and Luther please.

-----Original Message-----

**From:** clifford halickman <chalickman@multiprint.ca>  
**To:** Frazer, Richard  
**CC:** marc kakonBB Rogers <marck@rogers.blackberry.net>  
**Sent:** Thu Aug 23 13:20:55 2007  
**Subject:** RE: Phat -Addendums

Richard,

Left you a message before on your voice mail- Please advise me the status of the contract. I need to get an answer today. These Agreements need to be signed and returned to us.

Clifford Halickman-

-----  
Clifford-Thank you for your responsiveness and patience. We are in receipt of your package and are forwarding to Kellwood today for execution by Phat. Once we have fully executed copies of the Addenda and the related License Agreements which should be sometime next week, we will forward to you for your files. Thanks again for your cooperation.

Richard S. Frazer, Esq.  
Pryor Cashman LLP  
410 Park Avenue  
New York, NY 10022-4441  
212-326-0416 (direct)  
212-798-6312 (fax)  
rfrazer@pryorcashman.com  
www.pryorcashman.com

-----Original Message-----

**From:** clifford halickman [mailto:chalickman@multiprint.ca]  
**Sent:** Thursday, August 09, 2007 11:47 AM  
**To:** Frazer, Richard  
**Cc:** Bernt.Ullmann@kellwood.com  
**Subject:** RE: Phat -Addendums

Richard,

Are you in receipt of the Addendums? Please have all documents processed for signature as soon as possible.

Regards,

Clifford Halickman  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3  
clifford.halickman@multiprint.ca  
Cell: 514-708-3389  
Office: 514-388-8888  
Fax: 514-385-0163

From: Frazer, Richard [mailto:RFrazer@PRYORCASHMAN.com]  
Sent: July 23, 2007 1:07 PM  
To: clifford halickman  
Subject: FW: FW: Phat retail Roll-out/Algo

Richard S. Frazer, Esq.  
Pryor Cashman LLP  
410 Park Avenue  
New York, NY 10022-4441  
212-326-0416 (direct)  
212-798-6312 (fax)  
rfrazer@pryorcashman.com  
www.pryorcashman.com

-----Original Message-----  
From: bernt.ullmann@kellwood.com [mailto:bernt.ullmann@kellwood.com]  
Sent: Monday, July 23, 2007 12:59 PM  
To: Frazer, Richard  
Cc: Rose, Brad D.; Nathanson, Eli B.; Luther.Rollins@kellwood.com  
Subject: Re: FW: Phat retail Roll-out/Algo

I am not aware of any open issues.

"Frazer, Richard" <RFrazer@PRYORCASHMAN.com>

07/23/2007 12:56 PM

To

<bernt.ullmann@kellwood.com>, <Luther.Rollins@kellwood.com>

cc

"Rose, Brad D." <BRose@PRYORCASHMAN.com>, "Nathanson, Eli B."  
<ENathanson@PRYORCASHMAN.com>

Subject

FW: Phat retail Roll-out/Algo

\*\*\*\*\*

"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinee seulement a l'utilisation de la personne appelee ci-dessus. Si vous avez recu ce courriel par erreur, soyez avise que la distribution ou la divulgation non autorisee de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur at envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indique ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

\*\*\*\*\*

"This email/facsimile contains confidential information intended only for the use of the person named above. If you are not the intended recipient of this email/facsimile or the employee or agent responsible for delivering it to the intended recipient, you are hereby notified that any dissemination or copying of this email/facsimile is strictly prohibited. If you have received this email/facsimile in error, please return to us at: 5555 Cypihot Street, St. Laurent, Quebec, Canada, H4S 1R3 or by fax at: 514-385-5617 or to the sender's email address indicated above."

Ce courriel / facsimile contient l'information confidentielle et est destinée seulement à l'utilisation de la personne appelée ci-dessus. Si vous avez reçu ce courriel par erreur, soyez avisé que la distribution ou la divulgation non autorisée de ce courriel est strictement interdit. Veuillez nous aviser de l'erreur et envoyez au 5555 rue Cypihot, St-Laurent, QC, Canada, H4S 1R3 ou par fax: 514-385-5617 ou par courriel au destinataire indiqué ci-dessus.

\*\*\*\*\*

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00809**

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 41**



## PRYOR CASHMAN LLP

410 Park Avenue, New York, NY 10022 Tel: 212-421-4100 Fax: 212-326-0806

New York | Los Angeles

[www.pryorcashman.com](http://www.pryorcashman.com)

Eli B. Nathanson  
Partner

Direct Tel: 212-326-0894  
Direct Fax: 212-798-6347  
[enathanson@pryorcashman.com](mailto:enathanson@pryorcashman.com)

September 28, 2007

**BY FEDERAL EXPRESS**

Clifford Halickman  
Business Development & Legal Affairs  
Multiprint/Algo Group  
5555 Cypihot St  
St. Laurent Quebec, Canada, H4S 1R3

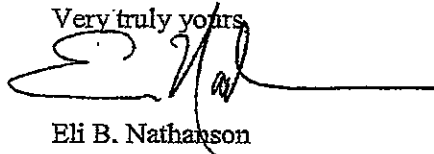
**Re: Phat Fashions/4404106 Canada, Inc./ Algo Apparel (US) LTD. -  
Execution**

Dear Clifford:

Enclosed please find two (2) fully executed originals of each of the wholesale and retail License Agreements (along with the respective addendums) among the above referenced parties for your records. We will now deposit any checks held in escrow.

Thank you for your efforts in finalizing this transaction. Please be sure to call us with any questions. Kind regards.

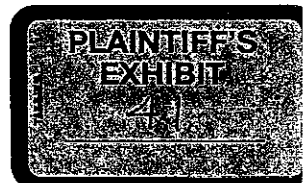
Very truly yours,



Eli B. Nathanson

cc: Mr. Bernt Ullmann  
Luther Rollins, Esq.  
Mr. Peter Morris  
Brad D. Rose, Esq.  
Richard Frazer, Esq.

535445



**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00846**

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 42**



**Morris, Denisse**

**From:** bernt.ullmann@kellwood.com  
**Sent:** Thursday, October 04, 2007 12:37 PM  
**To:** Nathanson, Eli B.  
**Cc:** Rose, Brad D.; Luther.Rollins@kellwood.com; Peter.Morris@kellwood.com  
**Subject:** Re: Phat - current deal list and status

Eli,

I believe this accurately reflects our current status.

Thanks,

"Nathanson, Eli B." <ENathanson@PRYORCASHMAN.com>

To <Bernt.Ullmann@kellwood.com>, <Peter.Morris@kellwood.com>,  
<Luther.Rollins@kellwood.com>

10/04/2007 11:54 AM

CC "Rose, Brad D." <BRose@PRYORCASHMAN.com>  
Subject Phat - current deal list and status

All - below is a current status of Phat transactions. Please review and advise if you are aware of any additional matters. We will follow up with an updated closed deal memo:

- Silver Goose (Bags/luggage) - signed and delivered back to Silver Goose. Closed.
- Age Group (Girls underwear/pajamas) - finalized and but never signed by Age.
- Korea license - signed and delivered back to U-Mille. Closed.
- Mexico license - signed and delivered back to Stylos Y Shows. Closed.
- Algo Canada wholesale license - signed and delivered back to Algo. Closed.
- Silver Goose (PF Socks) - finalized and sent to Peter and Luther to processing.
- Parigi (Boy's and Girl's sportswear, etc.) - signed and delivered back to Parigi. Closed.
- Longstreet (Men's Sportswear) - signed and delivered back to Silver Goose. Closed.
- D&U Domestic Retail Store Agreement - finalized and sent to Peter and Luther for processing.
- Algo Domestic Retail Store Agreement - signed and delivered back to Algo. Closed
- Urban Luxury Brands Retail Store Agreement (South Africa ) - draft sent to Urban Luxury Brands

11/12/2007



**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00837**

- awaiting final comments

-Alisa Inc. retail store Agreement (Armenia) - draft sent to Joshua Mast - awaiting comments.

-Mays Zona Libre (Panama License) - draft prepared and sent to Bernt - awaiting comments.

-Amendment to Ambition License re: reducing minimums and adding certain headwear - draft sent to counsel - awaiting comments.

-Amendment to Mitzi license re: removing certain headwear - draft sent to counsel - awaiting comments.

-Amendment to al 3 Vida licenses re: addition of infant footwear, reducing Men's minimums, retail store discounts - still awaiting comments on all.

-Amendment to Aquarius license reducing minimums, etc. - signed and sent to Peter and Luther for processing.

-Amendment to JMS license reducing minimums, etc. - signed and sent to Peter and Luther for processing.

-Amendment to Strategic Distribution license adding Canada - signed and sent to Peter and Luther for processing.

-Amendment to Unioncon license - signed and sent to Peter and Luther for processing.

-Nordjump - terminated by written notice. While they owe GMR, this will presumably need to be enforced to recover.

-Free Country - termination agreement signed and finalized. Closed.

-Retail Store discount amendments - we are still missing those from BP Clothing, Vida, Noho, Check Group, Age Group, LND (we expect to receive from LND shortly as part of their recent amendment), Ambition (we expect to receive from Ambition shortly as part of their recent amendment), and Dan River.

-Paul Lavitt termination - agreement terminated by written notice. Termination inventory accounted for. Closed.

-Mercier termination - agreement terminated by written notice, however, we never received response to our offer of dealing with termination inventory, if any.

-Tornado dispute - ongoing.

-Ludacris deal - dropped.

-BP/Age conflict issue - Phat reviewing document provided by Age to confirm Age claims.

-BP/Noho conflict issue - ongoing although we have not heard further from BP on this issue.

Eli B. Nathanson

11/12/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00838**

/  
Pryor Cashman LLP  
410 Park Avenue, 10<sup>th</sup> Floor  
New York, NY 10022  
212-326-0894  
212-798-6347 (facsimile)  
[enathanson@pryorcashman.com](mailto:enathanson@pryorcashman.com)

This message is intended only for the use of the addressee and may contain information that is privileged and confidential by law. If you are not the intended recipient, you are hereby notified that any review, use, dissemination, or copying of this communication is strictly prohibited. If you have received this communication in error, please forward the email back and delete all copies of the message and attachments.

---

IRS Circular 230 disclosure:

To ensure compliance with requirements imposed by the Internal Revenue Service, we inform you that any U.S. tax advice contained in this communication (including attachments) is not intended or written to be used, and cannot be used, for the purpose of (i) avoiding penalties under the Internal Revenue Code or applicable provisions of state and local tax law or (ii) promoting, marketing, or recommending to another party any transaction or matter addressed herein.

11/12/2007

**CONFIDENTIAL & ATTORNEYS' EYES ONLY**

**PF 00839**

**EXHIBIT TO DECEMBER 10, 2007  
DECLARATION OF PHILIP R. HOFFMAN  
IN OPPOSITION TO DEFENDANT'S  
MOTION  
FOR A PRELIMINARY INJUNCTION**

**PHAT FASHIONS LLC V. TORNADO  
IMPORTS (CANADA), INC.**

**Case No.: 07 Civ. 3278 (PAC)**

**EXHIBIT 43**

JAN 5<sup>TH</sup>, 07

**BABY PHAT**

**PHAT FARM**

**TAG**

**ALLEN SCHWARTZ PRODUCTS**

**CEZER**

**DAVID BROOKS PRODUCTS**

**INKSLINGER PRODUCTS**

**MISKEEN**

**SOUNDGIRL**

**AKADEMIKS PRODUCTS**

**DESIGN OPTIONS**

**KINROSS PRODUCTS**

**SHARON YOUNG  
A LA CARTE**

**G1**

**PELLE PELLE**

**J4**

**DETNEY**

**HEAD SHOES**

**BLACK SHEEP SHOES**



**MARCH 2, 2007**

**BABY PHAT PRODUCTS**

**PHAT FARM PRODUCTS**

**ALLEN SCHWARTZ PRODUCTS**

**CEZER**

**DAVID BROOKS PRODUCTS**

**MARISA CHRISTINA**

**GI**

**AKADEMIKS PRODUCTS**

**MISKEEN PRODUCTS**

**PELLE PELLE**

**LS - BLACK SHEEP SHOES**

**J41**

**DETNY**

**A LA CARTE**

**DESIGN OPTIONS**

**KINROSS PRODCUTS**

**SHARON YOUNG**

---

**NOV 16, 2007**

**SM – SMACK (NOT BOUGHT BUT BOOKED)**

**SOUTHPOLE SHOES (NOT BOUGHT BUT BOOKED)  
SOUTHPOLE BAGS**

**A LA CARTE  
SHARON YOUNG**

**BRANTEX**

**DESIGN OPTION**

**FRANK WALDER**

**KINROSS PRODUCTS**

**NH – NIENHAUS**

**UB – UBU**

**ALLEN SCHWARTZ PRODUCTS**

**G1**

**PAPER BOY**

**PELLE PELLE**

**AZURE**

**J41**

**BLACK SHEEP SHOES**

**LEVI'S SHOES**

**CEZER**

**DAVID BROOKS PRODUCTS**

**PHAT FARM PRODUCTS**

**BABY PHAT PRODUCTS**

Nov 16<sup>th</sup> 2007 cont..

**AKADEMIKS PRODUCTS**

**TRIKO**

**COOGI PRODUCTS**

**CROWN HOLDER**

**HEATHERETTE**

**INKSLINGERS**

**HONEE**

**MISKEEN PRODUCTS**

**STASH HOUSE**

*PARRISH*